

JERSEY / JUDGMENT

S -v- T (Matrimonial) [2015]

JRC 117A (28 May 2015)

[2015] JRC 117A

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judgment

the registrar:

Reasons

1. This is an application by the respondent wife for ancillary relief. The parties were married on 29 th November, 2007, having started a relationship in 2005 and got engaged in November, 2006. The husband is 49 and wife is 40. There are no children. 2. The parties separated on the 16 th August, 2014, when the wife left the former matrimonial home and the Decree Nisi was pronounced on the 19 th November, 2014. Open position of the husband 3. He seeks a clean break to include:- (i) a capital payment of £10,500 to the wife; (ii) the transfer of the BMW to the wife; (iii) the transfer of Property A to his sole name; (iv) the transfer of liabilities and mortgages charged on Property A to his sole name; (v) each party retain all other assets held in their sole name; (vi) no order for maintenance. Open position of the wife 4. The wife seeks:- (i) a lump sum of £100,000 as soon as practicable; (ii) unless the husband can raise the £100,000 to buy her out, Property A to be sold and after she receives the £100,000 he get the balance of equity; (iii) if the husband can buy her out of the property, it will be transferred to his sole name with him bearing the cost of transfer; (iv) the transfer of the BMW to the wife as soon as practicable; (v) each party retain all other assets held in their sole name; (vi) each party shall be responsible for their own liabilities; (vii) an immediate clean break; (viii) her costs from the 25 th February, 2015. The financial history of the marriage 5. At the time the parties met in 2005 the wife was a marketing specialist at B company and she continues to work there now as a marketing manager. 6. The husband was a pilot for C company working on a shift basis. In 2006 he joined D company but left in July 2007, then joined E company in 2007 but with a drop in salary. His evidence was that he struggled with the rigidity of D company's flying procedure and the schedule he was expected to work was difficult, which put a strain on their relationship. His salary had been £60,000 at D company but dropped to £24,000 but with the promise of £38,000 within a year and being able to spend more time with his future wife. 7. When the parties met, the husband owned Property A which was to become the matrimonial home. He purchased it in 2004 through a J Category company known as F Limited for £355.000. £200,000 was from his

father and he got a mortgage from Bank 2 for £175,000. He owned a Honda Sport car valued at £14,000 at the time, was £6,000 overdrawn and had just over £1,000 of savings. 8. The wife had no property of her own and was sharing a rented house. She had an MG car worth about £4,000 and £8,000 in an account. Her salary was about £32,000 to £35,000 with bonuses. 9. In 2006 the husband had work done on Property A and moved in with the wife in about March. He stayed rent free but agreed for his cleaner to also clean the shared house. 10. After they got engaged, they moved into Property A in January 2007, a four-bedroomed property. 11. In October 2009 the husband set up G Limited together with a co-director, Mr H. It is a cycle shop and coffee bar which opened for business in March 2010. He had to contribute funds. In 2012 Bank 1 demanded that the business loan be repaid. The loan was partially secured against Property A and the husband was attempting to refinance with them to repay his father £21,300 he had borrowed to invest in G Limited. Bank 2 agreed to lend sufficient to pay off the Bank 1 loan and provide additional funds on the basis that the property was put into joint names so the wife's income could be taken into account in calculating the sum to be lent. The husband has had to raise more funds in the form of a shareholder's loan. The wife has not been actively involved with the running of the business. Discussion about a pre-nuptial agreement 12. The husband said he wanted to enter into a pre-nuptial agreement to protect the funds of £200,000 put into Property A by his father. He said that in a letter from his father dated 2004, his father indicated he gave money to him and his brothers on the basis it would be used to put a roof over their respective heads, which is what the husband used the money for, and that if they decided not to own a property it would be returned. It was described as a "gift" for UK tax purposes and I find having heard the evidence it was a gift. In any case the husband did buy a property and the money would be carried forward if he purchased another property. The husband says he explained this to the wife and she said, "if I didn't trust her enough then there was no point in getting married" and also said "this home is yours, you bought it." The husband said that the wife told him she was not after his family money. He said he had not received legal advice. 13. The wife confirmed that there had been a discussion about a pre-nup and said she was very upset and offended. She had been married before and did not want to go through a divorce; if they were to marry they were to go into it jointly or not at all. She said there was no draft agreement or any letters from a lawyer about a pre-nup. She said she left it to him to decide about the marriage, a pre-nuptial agreement was not discussed again and they consequently married without one. The husband in evidence said he did not pursue the matter because of her reaction. 14. However the husband decided to have the property valued before the marriage and produced a valuation of £550,000 obtained at that time. The financial arrangements during the marriage 15. The wife said that before the marriage they decided to sell the property and buy a new one to start their married lives in. However it became apparent to her that the husband was in no hurry to sell and they continued to live in Property A and make it their home. It was agreed the wife said that the husband would continue to pay the mortgages and utility bills and the wife pay for food, social entertainment and holidays. They held separate bank accounts throughout. 16. The husband says he also paid all life, travel, and car insurances, for the gardening and maintenance costs, although the wife says they jointly paid for a

cleaner and gardener. In 2012 there was a discussion about how much the wife should contribute to general running costs. The husband said he calculated that half the monthly costs were £1,103.65 but asked her for £1,000 but she said she could only contribute £500 per month. From July 2013 the wife began making payments of £500 per month into the husband's account but the payments ceased when she left the property in August 2014. The payments made amounted to £6,500. 17. The wife said it was her home and she spent money on the property and paid £10,000 for an interior decorator to re-design the living room to include some furniture and effects. The wife did not produce evidence of the £10,000 and accepted that when she moved out of the property she took two chairs and an alcove chair but left a carpet and lighting. The husband's offer of £4,000 was for this and the items left behind. The wife also paid for carpets and re-decorated the en-suite bathroom in 2012. She treated and painted the shed although this was with the husband and she treated and painted the decking on one occasion. 18. The wife said she wanted to be more involved with the family finances and asked to see invoices and payments, but the husband was very controlling and would not let her see the paperwork or agree to a joint bank account. The wife was asked why she did not go into his office and look at the papers but she said he would not have wanted her to root around. The husband confirmed he had OCD but there was nothing there to stop her looking at the paperwork. Having heard the evidence it was clear that the husband went ahead with the marriage despite not having a pre-nuptial agreement but wanted to keep everything separate and did not want to pool resources. For example, he was quite clear he did not want her to pay for building works. 19. Some time was spent during the hearing examining what the wife actually paid for during the marriage. A schedule of holidays prepared by the husband was produced and the wife accepted he paid for 15 holidays but she paid for some other holidays including to New York in 2012 and for the trips to Cape Town and France. 20. With regard to spending on food, I find that the wife paid for the majority of the food with the husband making some contribution. 21. With regard to social entertainment costs it was accepted that the husband contributed to this. 22. The wife has managed to build up savings during the marriage but she accepts that they form part of the matrimonial pot and should not be excluded. Costs of works at Property A carried out by the husband 23. In cross examination the husband confirmed he did not want the wife paying for any works. In 2004 he had spent £10,000 on the roof and ceiling. 24. In November 2005 some more works were done costing £106,931 and he received £102,000 from his father in May 2006. In January 2007 he got an equity release loan of £60,000 partly for the wedding and to complete renovation works. 25. In 2008 a further £27,035 was spent on new windows and a new kitchen coming out of a further gift from his father. In May 2008 he received £110,000 from his father and redeemed the equity release loan. In 2011 there was a leak under the floor piping. Some costs were covered by insurance. The balance of costs amounted to £29,000 paid by the husband. More work needs to be done due to water ingress, the cheapest tender being for £20,000. Vehicles 26. At the start of the marriage each party had their own cars. Both cars were sold and the husband bought a BMW Z4 and a Mini Cooper S which were both registered in his name. The wife said that the £3,000 received for her car went towards the purchase of the BMW car she drives, the cost on purchase being

£25,000. Joint assets and liabilities 27. Property A has been valued at £455,000 on a joint valuation provided by Mr Roger Trower of Broadlands. This is less than previous valuations including when he purchased in 2004. Gaudin and Company had valued the property for the husband in August 2014 at £540,000. The valuation may have been lower than anticipated due to works that need to be done to prevent water ingress. The cheapest quote for this work is £20,000. It is perhaps surprising that the valuations are so different, but as the Broadlands valuation is a joint one this is the figure that the court will use. The total balance on the 13th May, 2015, of the mortgages is £259,624.94 and with cost on sale, the net equity is £186,275. There are no joint liabilities. The husband's current finances and future needs 28. The husband owns 45% of the issued share capital in G Limited. A joint valuation of the husband's shareholding is £27,000. The accountant who valued the business referred to it having "achieved considerable growth" with the turnover of £721,813 being "judged as a major success." The turnover of the company has increased from £286,169 to £721,813 in 2014 and the business shows a net profit of £65,060 but with no directors' fees charged and no interest charged on shareholder loans. The husband conceded that cycling is gaining in popularity. The husband's shareholder's loan now stands at £66,949, having stood at £85,000 at the date of separation. As and when the business can afford it, it makes small capital payments to him in addition to the monthly payments of £477 towards repayment of the loan. 29. The husband has a pension with J with a CETV of £43,538. The husband has several bank accounts with a total of £4,053 in them. He has an assurance policy worth £41,797. There is a dispute about whether monies are owing to his brother. He has paid his brother K post separation the sum of £12,500. The wife says that he only told her about the monies he owed to his brother for the holiday he took in 2012 when the marriage broke down. She considers that is "a huge coincidence as his brother K is very wealthy and he calls in a debt from over 2 years previously." Evidence was heard about a trip the husband made for his father's 70th birthday to Italy with his three brothers. The husband said that K "bank-rolled the trips", and bought three Ferraris. The wife said she was told at the time of the holiday that K was paying for the husband, his father and other brothers. I accept the evidence that that was indeed the position and there was no expectation that the husband had to subsidise any shortfall from the sale of the Ferraris or pay towards the holiday. K, the husband said, was paid back in 2014 "at the second half of 2014" but at the second half of 2014 K also paid him £15,000. Therefore I do not consider his brother owes him anything nor he owes his brother any money. The husband has two cars worth £9,500; he has bicycles worth £10,000 and a watch worth £1,000. His furniture is worth £2,000. The husband continues to reside at Property A and pays the mortgages which now stand at £259,624. 30. The wife maintains the husband has liabilities of £13,491 including tax of £9,000. The husband maintains that aside from his tax liability of £9,000 and monies owed to Bank 2 Gold card and Bank 3 he owes £32,000 to his parents and £15,000 to his brother. I have already dealt with money he says is owed to his brother. The wife did say she did not know how the husband was meeting his legal costs. The husband however does owe £32,000 to his father to include towards legal costs, £9,000 of which have been paid to date. The husband receives £477 per month in respect of his shareholder's loan. 31. The husband is currently not working as an airline

pilot. In October 2014 he received a letter from E company Limited informing him that the plane that he flew would leave E company at the end of 2014. He would lose his current role and would be offered a position as Captain on the ATR fleet but this required training of 6 to 7 weeks. He would need to take a loan with L Finance of £17,800 in his name to pay for the training but E company would then make an additional payment to service the loan over 3 years provided he remained with E company. The training he was informed is very intense and the company would "hold a position for you until your current marital situation is resolved". It is fortunate for the husband that he has the luxury of not working during this period. The position with E company is still open and he could, if he so chose after the 6/7 week training, earn £45,000 per annum. The wife's current finances and future needs 32. The wife has a pension with M with a CETV of £86,407. She has B company shares of £691, her N investment is now worth £35,801 and her company sharesave scheme has £4,000. Her bank accounts have £20,080 in the B company staff account, she has £16,509 in a Bank 4 saver account, £450 in a Bank 4 current account and £949 in a B company Euro account, a total of £37,988. The BMW is worth £8,000 (currently in the husband's name but used by her) and bicycles worth £7,250 with jewellery worth £2,600. Her total assets stand at £96,530 and with her pension total £182,937. She owes tax of £13,491, so the figure reduces to £169,446. 33. The wife stated her present gross income is £4,701.84 per month, in excess of £56,000 per annum together with an annual bonus. In March 2015 £6,622 was awarded as a bonus but the figure varies from year to year and can be more, if for example working on a specific project as she did in 2014 when she got a bonus of £14,437. Her net income, after deducting ITIS and Social security contributions, is £3,520 per month. Her earnings will be more than the husband once he resumes work as an airline pilot. She makes payments to a works Savings Plan referred to above of £200 per month. She also contributes £300 per month to an N investment product. Her employer contributes 10% to her pension. The wife says her needs are £2,942 per month at present but will rise to £3,012 with a mortgage of £1,200 per month, her current rent being £950 per month at Property R. She wants to purchase a one or two bedroomed property costing £350,000, although now accepts a figure of £330,000 and she has a mortgage capacity of £230,000. The Law 34. Financial orders are made pursuant to Articles 27 to 33 of the Matrimonial Causes (Jersey) Law 1949 as amended. Jersey Courts take into account the matters set out in section 25 of the Matrimonial Causes Act 1973 ("MCA"). 35. The section 25 factors in this case that are most relevant in this case are:- "a) the income, earning capacity, property and other financial resources which each of the parties to the marriage has or is likely to have in the foreseeable future, including in the case of earning capacity any increase in that capacity which it would in the opinion of the court be reasonable to expect a party to the marriage to take steps to acquire." "(b) the financial needs, obligations and responsibilities which each of the parties to the marriage has or is likely to have in the foreseeable future." "(f) the contributions which each of the parties has made or is likely in the foreseeable future to make to the welfare of the family, including any contribution by looking after the home or caring for the family." 36. Each case should seek to achieve fairness between the parties having regard to all the circumstances. This differs in each case. In order to do this a court has to identify the assets available for division. This is

not a big money case so fairness begins and ends in consideration of the parties' needs. Whilst the result must be fair as between the parties there is no rule that an order must produce equality of outcome. 37. The husband argues that Property A should be excluded from matrimonial assets, or if not there should be a sizeable departure from equality. He owned the property prior to marriage; he funded most of the works on the property during the marriage and has paid the mortgages on the property. In 2012 it was transferred into joint names in order to obtain further borrowing from Bank 2 and he paid the bulk of the living expenses until July 2013 when the wife paid £500 per month which stopped in August 2014 when she left the property. 38. There is a debate in the English courts as to the correct approach in dealing with non-matrimonial assets. One method of deciding this is to apply the principle of sharing to all the assets but to the extent the property is not matrimonial then there is likely to be a better reason to depart from equality. The focus is on needs and the non-matrimonial assets are to be "invaded" last or to the least extent to meet these. Alternatively one can identify the non-matrimonial property, leaving the matrimonial property to be divided equally. Burton J in S v S

- [2007] 1 FLR at paragraph 27 considered a number of factors which may give rise to a good reason to moving away from the "yardstick of equality", namely to identify non-matrimonial property, consider the financial contributions of the parties, whether conduct is relevant, whether a party should be compensated for a relationship generated disadvantage and whether there is a needs argument. At paragraph 31 he said:- "matrimonial homes being matrimonial property whatever their source" 39. Mostyn J has followed the approach taken by the Court of Appeal in Jones v Jones
- [2011] EWCA Civ 41 in a number of cases including N v F (Financial Orders: Pre-acquired wealth)
- [2011] EWHC 586 (Fam) . Here Mostyn J said that the court ought to first identify the non-matrimonial property to be excluded, leaving the matrimonial property to be divided in accordance with the sharing principle, but all subject to the question of need. He said at paragraph 15 that as Lord Nicholls put it in Miller v Miller McFarlane v McFarlane
- [2006] UKHL 24 , that in most cases the exercise of fairness often stops at need and that the court has to:- "stretch modest finite resources so far as possible to meet the parties' needs. It is therefore only in cases where surplus assets remain to be distributed after seeing to the parties' need that the guideline may require consideration." 40. In Miller & McFarlane at paragraph 23 Lord Nicholls referred to the White v White
- [2001] 1 AC 596 case in considering non-matrimonial property brought into the marriage or acquired by gift during the marriage. Whilst this was a factor the court needed to take into account as it represents a contribution:- "in the ordinary course, this factor can be expected to carry little weight, if any, where the claimant's financial needs cannot be met without recourse to this property." 41. In JL v SL

- [2015] EWHC Fam 360 , Mostyn J again considered the issue of non-matrimonial assets. In that case the wife argued that she received money from her mother as inheritance from her late father in two tranches: £100,000 in 2009 and £365,000 in September 2010. The latter payment was made just 10 months before the end of the parties' marriage and at a time in which the wife believed the husband was forming a relationship with another woman. Mostyn J accepted the wife's explanation that the motive for placing a portion of the monies with the husband was to ensure that he would have access to funds if the wife died prematurely in circumstances where other funds were locked up in investments. However, Mostyn J noted that:- "the fact that there had been some mingling of monies... does not mean that the non-matrimonial source of the monies in question is destroyed as a relevant consideration." 42. N v F had dealt with pre-acquired wealth but he said that everything he said there:- "applies with equal force to property inherited during the course of a marriage." If money is invested in the former matrimonial home, one has to consider:- "the extent to which this home has become treated as a central item of matrimonial property." 43. However he also referred to the Miller & McFarlane where Lord Nicolls said that the matrimonial home should always be designated matrimonial property. The wife gave evidence that she considered the property was her home and spent a small amount of money on it. 44. I was referred to the Court of Appeal case of K v L
- [2011] 2 FLR 980 in which it was held that an initial contribution of capital might over time diminish as it may be mixed with matrimonial property or invested in the purchase of a matrimonial home. 45. Advocate Clarke referred to the case of S v AG
- [2011] 3 FCR 523 . This was a claim for financial relief by a husband in respect of a large lottery win by his former wife. The wife without her husband's knowledge bought lottery tickets from her own earned income. When she bought the new family home with her lottery money, she converted that part of her non-matrimonial assets into matrimonial property. Mostyn J however said that as the source of the matrimonial property was non-matrimonial property and because the husband had lived in the property for a relatively short period, equal sharing was not justified. Having looked both at needs as well as sharing the husband was awarded £85,000, 15% to 20% from net proceeds of £480,150 on a clean break. He said at paragraph 9:- "In Miller & McFarlane Lord Nicholls specified that the matrimonial home should always be designated matrimonial property, whatever its source. He stated at para 22 that "the parties' matrimonial home, even if this was brought into the marriage at the outset by one of the parties, usually has a central place in any marriage. So it should normally be treated as matrimonial property for this purpose." This is reflected in the remarks of Wilson LJ in K v L at para 18(c). But even the matrimonial home is not necessarily divided equally under the sharing principle; an unequal division may be justified if unequal contributions to its acquisition can be demonstrated." 46. Advocate Clarke submitted this was not a normal situation due to the manner in which the parties set up their finances which were separate. He submitted that the property did not have a central place in the marriage and should not be treated as matrimonial property. However the parties lived together for about 9 years, this was a marriage and it is not the

same as two unmarried people living together. Property A is now held in joint names. The wife considered it her home although the wife has contributed little towards the property. The parties entered into the marriage without a pre-nuptial agreement and whilst the husband made every effort to ensure that resources were not pooled, this is a marriage where matters set out in section 25 of the MCA have to be taken into account including needs as well as contributions. The home will therefore be designated as matrimonial property, with the unequal contribution being noted. 47. With regard to G Limited, the husband submits that the value in the shareholding and the shareholder loan are the fruits of his labour without contribution from the wife and this is therefore a non-matrimonial asset. Burton J in *S v S* at para 29 says that Baroness Hale in *Miller & McFarlane* :- "includes as matrimonial property "family assets" (as defined by Lord Denning in *Wachtel v Wachtel*

[1973] Fam 72 at 90) and "family businesses or joint ventures in which both parties work". But she identifies additionally as being non-matrimonial property "business or investment assets generated solely or mainly by the efforts of one party during the marriage": which I could perhaps define as "unilateral assets". She is thus seen by Lord Mance as allowing for a wider category of non-matrimonial property. Admittedly she says, as Lord Mance points out, at para 152, that "the source of the assets may be taken into account, but its importance will diminish over time", and that is naturally of obvious relevance where there has been a long marriage, and such intermingling of assets that their source can no longer be identified (see also Lord Nicholls at para 25). However, that would not be of relevance in this case, where, as discussed above, after 7½ years, there is no difficulty whatever in identifying the source of the assets." 48. The wife had no involvement in the creation or development of G Limited and she did not assist in the business. It was submitted that there is an inherent risk in a small business and in respect of repayment of the shareholders loan. The turnover of the business can be judged as a "major success" and the husband stated that cycling is growing in popularity. The husband submits that the loan was created solely by his efforts and should be removed from the "pot", but finance had to be raised taking into account the wife's income and she is jointly liable for any borrowings. The business falls into the matrimonial pot as do the savings the wife accumulated during the marriage. 49. Should the pensions be discounted to recognise their illiquid nature? In the case of *In the matter of S*

[2011] JRC 119 , the issue was considered as follows:- "Whether it is fair to include pensions at their full value or at a discounted value or not at all will depend upon the facts of each case, the circumstances of which will vary enormously." 50. The husband says that a discount will discriminate against him as he has a smaller pension. In the *In the matter of S* case, the parties were 49 and 50, they were not PECSRS pensions and the pensions were discounted by one third. The parties in this case are 48 and 40 and in the circumstances the pensions will be discounted by one third in line with *In the matter of S* . Decision 51. Having taken into account the matters set out above, the offer by the husband that the wife just receives £10,500 being a combination of £6,600 of contributions from July 2013 and August 2014 made to the household bills and £4,000 being an estimate of works she carried

out at the home less items taken by her, and she takes her investment income and has the benefit of the BMW car purchased for £25,000 is not fair in all the circumstances. The parties are married; they were not an unmarried couple living together, and this is not even a short marriage. 52. The wife seeks a property of around £330,000 for a one or two bedroomed property. She can raise a mortgage with Q International of £230,000 for a £350,000 property with a monthly payment of £1,158, having given her gross income as £53,000 rather than £56,000 per annum and with a £10,000 annual bonus. Assuming a mortgage of £230,000 she therefore needs cash of £100,000 for such a property. The tax bill needs to be repaid on retirement so in due course will need to set aside money for that. She has legal costs outstanding of about £22,000. The husband says she does not need to buy and can continue to rent although renting does not provide the same security. Both the husband and wife have specialist bikes which she needs to store and she gave evidence she would like to have a spare room for visitors. The husband produced property particulars ranging up to £295,000 for her and therefore says that the property she seeks is at the top range and not suitable for her needs, but he accepted he had not seen the property particulars produced on her behalf and therefore did not know their suitability. Having looked at the particulars produced, a property in the region of about £325,000- £330,000 will meet her needs. 53. The wife does not want to use the savings built up during the marriage but I can see no reason why she should not do so as she is investing them in a property that will be her home. According to her schedule of needs, even when she purchases with a mortgage of £1,200 she should be able to continue to set aside some money for savings. If she needs cash of £95,000 to £100,000 to complete a purchase and the husband gives her £45,000 she needs £55,000 to complete the purchase and in addition to pay her legal fees of £22,000 from savings. Is this fair and reasonable in all the circumstances? This is a departure from equality taking into account the financial contributions and needs of each party. The husband may be able to raise the £45,000 from a private source to buy the wife out, and if so, Property A will be transferred to his sole name with him bearing the cost of transfer. If he is unable to do this, Property A will need to be sold and after she receives the £45,000 the husband will receive the balance of the equity. The husband has offered only £10,500. On the face of it he will need to sell the property to pay £10,500 and his debts in any case and has limited income at present to satisfy Bank 2 he can service the current mortgages. He has held off working but after 6/7 weeks of training can earn £45,000 per annum. If the property is sold, the husband will have equity from the property and has assets he can sell to purchase another property, and can pay his parents back, if they so request, on a monthly basis. 54. Both parties agree the transfer of the BMW to the wife as soon as practicable as the wife drives it, so this will be ordered. 55. Each party shall retain all other assets held in their sole name and each party shall be responsible for their own liabilities. Neither party is seeking spousal maintenance so there will be a clean break. 56. With regard to cost, the wife is seeking these from the 25th February, 2015, on the basis of the offer. However her offer has not been achieved and the fair order is that each party bears their own costs. 57. The overall division will be as follows:- Husband £ Wife £ From Property A 141,275 45,000 Bank accounts 4,053 37,988

Other assets 41,797 40,492 Business assets 93,949 Personal items 21,500 18,050 TOTAL
302,547 141,530 Pensions (discounted) 28,735 57,029 TOTAL + pensions 331,309 198,559
LIABILITIES Tax 9,000 13,491 Bank 2 Gold card Bank 3,355 Jersey Gas 1,409 Mint Platinum
1,706 Debt to parents 32,000 TOTAL debts 48,273 13,491 Assets Less Debts 283,036 185,068
Minus legal costs o/s (approx.) 20,000 22,000 Authorities S v S

[2006] EWHC 2793 (Fam) Jones v Jones

[2011] EWCA Civ 41 N v F

[2011] EWHC 586 (Fam) Miller v Miller; McFarlane v McFarlane

[2006] UKHL 24 White v White

[2001] 1 AC 596 JL v SL

[2015] EWHC 360 (Fam) K v L

[2011] EWCA Civ 550 S v AG

[2011] 3 FCR 523 GS v L [2013] 1 FLR Y v Y [2013] 2 FLR Vaughan v Vaughan [2007] 3 FCR 533 In the
matter of S

[2011] JRC 119 . O'H v B

[2007] JLR Note 29 Newell v Sandford

[2001] JLR 518 G v H

[2001] JLR Note 52 Matrimonial Causes (Jersey) Law 1949 Matrimonial Causes Act 1973 Page Last
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